

Appendix A

<u>Plaintiffs' SAC Argument</u>	<u>Plaintiffs' FAC</u>
<p><u>Opp. at 22</u>: Defendants entered into two Master Service Agreements ("MSAs"). The 2004 MSA picked Chicago as "the sole place in which [Inteliquent] could pick up long- distance traffic originated by T-Mobile's subscribers." (SAC ¶¶ 195-99.)</p> <p>The 2015 MSA made Inteliquent the near-exclusive router of T-Mobile out-of-network traffic. (<i>Id.</i> ¶ 206; SAC Ex. 13.)</p>	<p>Plaintiffs cited to the 2004 MSA with Neutral Tandem (Inteliquent's predecessor), and stated that "the NT MSA established Chicago, Illinois as the sole place in which Neutral Tandem could pick up long-distance traffic originated by T-Mobile subscribers for delivery to carriers nationwide." FAC ¶ 163.</p> <p>Plaintiffs cited to the 2015 MSA and attached it as Exhibit 13 to the FAC. (FAC ¶ 170.) Plaintiffs state that this MSA allowed Inteliquent to become "the nearly-exclusive router of T-Mobile's out-of-network traffic." <i>Id.</i></p>
<p><u>Opp. at 22</u>: Inteliquent performed pick-up and delivery services at two (perhaps three) Inteliquent "switch sites" located throughout the Chicago area. (SAC ¶¶ 195-99, 220; SAC Ex. 10 at 59.)</p> <p>Routing decisions for T-Mobile calls would have been made by Inteliquent's PSX policy server located in Illinois. (SAC ¶¶ 220-26.)</p> <p>The switching would result in service fees paid by T-Mobile to Inteliquent. (<i>Id.</i> ¶ 62; SAC Ex. 11 at 6-7.)</p> <p>The Inteliquent/Neutral Tandem Amended Form S-1 filed with the SEC notes two switch sites of 4,347 sq. foot and 5,263 sq. foot and a separate 10,000 sq. foot sublet in Chicago, Illinois. (SAC Ex. 10 at 59.)</p>	<p>Plaintiffs cited to documents establishing that Inteliquent performed pick-up and delivery services at two or three "switch sites" located in the Chicago area. <i>Compare</i> SAC ¶¶ 195-99 with FAC ¶¶ 159-163 (identical). Plaintiffs' FAC also attached the document referencing the "switch sites" to their prior pleading. FAC Ex. 11.</p> <p>Plaintiffs alleged that the PSX server was located in Illinois in their FAC. <i>Compare</i> SAC ¶¶ 220-226 with FAC ¶¶ 177-183 (identical).</p> <p>Plaintiffs' FAC alleged that TMUS would pay Inteliquent service fees. <i>Compare</i> SAC ¶ 62 with FAC ¶ 58 (identical). Plaintiffs' FAC attached the agreement explaining service fees. <i>Compare</i> SAC Ex. 11 with FAC Ex. 11 (same exhibit).</p> <p>Plaintiffs attached an exhibit establishing the location of the switch sites to the FAC. <i>Compare</i> SAC Ex. 10 with FAC Ex. 10 (same exhibit).</p>
<p><u>Opp. at 22</u>: Both MSAs were at least partially executed in Illinois (SAC ¶ 206, Ex. 11, Ex. 13), and resulted in:</p>	<p>Plaintiffs pled that the MSAs were partially executed in Illinois in the FAC. <i>Compare</i> SAC ¶ 206 with FAC ¶ 170. The FAC attached the same documents established this fact. <i>Compare</i> SAC Exs. 11 & 13 with FAC Exs. 11 & 13.</p>

<ul style="list-style-type: none"> ○ T-Mobile payments being routed to Illinois (SAC ¶¶ 210, 213, 214, 229; SAC Ex. 11, ¶¶ 9-10, at 10-11); ○ T-Mobile call service complaints being routed to Illinois (SAC ¶ 209; SAC Ex. 13, ¶ 10(A), at 11); ○ T-Mobile data maintenance and reporting obligations being fulfilled in Illinois (SAC ¶¶ 212, 232-33); ○ T-Mobile directing its conduct to Inteliquent employees in Illinois (<i>id.</i> ¶¶ 234, 230-40). 	<ul style="list-style-type: none"> ○ Plaintiffs pled that TMUS made payments to Inteliquent by alleging it in the FAC and attaching the various agreements establishing this fact. <i>Compare</i> SAC ¶ 62 <i>with</i> FAC ¶ 58 (identical). Plaintiffs alleged that Inteliquent received such payments in Illinois in the FAC. <i>Compare</i> SAC Ex. 11 & 13 <i>with</i> FAC Ex. 11 & 13. ○ Plaintiffs pled in the FAC that TMUS customer complaints were being routed to Illinois, by incorporating by reference the relevant exhibit (the MSA) stating as much. FAC Ex. 13, Schedule 2, pp. 28-29. ○ Plaintiffs pled that Inteliquent maintained data in Illinois in the FAC. FAC ¶ 190. ○ Plaintiffs pled that TMUS directed Inteliquent, and that Inteliquent is located in Illinois in the FAC. <i>Compare</i> SAC ¶¶ 234, 230-40 <i>with</i> FAC ¶¶ 191, 187-97 (identical).
<p><u>Opp. at 22:</u> Inteliquent participating from Illinois in weekly discussions with T-Mobile to identify ways to curb “high-cost traffic in various forms” and “reduce the volume of T-Mobile traffic terminating to areas with higher terminating access rates. (<i>Id.</i> ¶¶ 239-41.)</p>	<p>Plaintiffs pled these facts in the FAC. <i>Compare</i> SAC ¶¶ 239-41 <i>with</i> FAC ¶¶ 196-98 (identical).</p>
<p><u>Opp. at 22:</u> Craigville’s and CTC’s connection problems being addressed by T-Mobile and routed through Inteliquent’s Illinois locations (<i>Id.</i> ¶¶ 330-33, 349, 358-61.)</p>	<p>Plaintiffs pled that the calls were routed through Illinois in the FAC. <i>Compare</i> SAC ¶¶ 330-33, 349, 358-61 <i>with</i> FAC ¶¶ 286-289, 305, 314-317 (identical).</p>